

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3600279

PRINT DATE: 02/02/23

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: BLIND INDUSTRIES & SERVICES OF MARYLAND 3345 WASHINGTON BLVD BALTIMORE, MD 21227 (410)737-2618	REFER QUESTIONS TO: DAVID RENFRO (410)767-7064 DAVID.RENFRO@MARYLAND.GOV	
ITB: DGSR3600016	EXPR DATE: 02/08/28 POST DATE: 01/30/23	DISCOUNT TERMS: . NET 30 DAY CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

STATEWIDE CONTRACT
ALL GOODS AND SERVICES AVAILABLE FROM
BLIND INDUSTRIES

.
BISM CONTACT: ARHEA LAZZELLE,
PHONE NUMBER: 410-737-2608
EMAIL: ALAZZELLE@BISM.ORG
.

FOR PRICING REFER TO:
[HTTPS://DGS.MARYLAND.GOV/PAGES/PROCUREMENT/BIDSAWARDS.ASPX](https://dgs.maryland.gov/pages/procurement/bidsawards.aspx)
OR BISM.ORG

CONTRACT PERIOD: FEBRUARY 08, 2023 THRU FEBRUARY 07, 2028

THE 1% FEE LANGUAGE HAS BEEN ADDED TO THIS CONTRACT.

USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY HUNDRED -TWENTY (120) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM,

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TERMS (cont'd):

AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT SHALL BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION

OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES THE USAGE REPORT SHALL BE EMAILED TO THE DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

ELECTRONIC TRANSACTION FEE:

SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE

CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE, OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE OFFICE OF STATE PROCUREMENT, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING

ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

DELIVERIES MUST BE COMPLETED WITHIN 10 DAYS UNLESS OTHERWISE STATED IN THE PRICE QUOTE.

THIS CONTRACT COMPLIES WITH COMAR 21.11.05, AND MARYLAND ANNOTATED CODE, STATE FINANCE AND PROCUREMENT ARTICLE 14-101 THROUGH 14-108.

BLIND INDUSTRIES SHALL PROVIDE WRITTEN RELINQUISHMENT OF ITS STATUTORY PREFERENCE IF IT IS UNABLE TO PROVIDE A GOOD OR SERVICE UNDER THIS CONTRACT.

ORDERS WILL BE PLACED DIRECTLY WITH BLIND INDUSTRIES BY MARYLAND STATE AND MARYLAND STATE RELATED ENTITIES INDICATING DELIVERY AND BILLING INSTRUCTIONS.

FOR PURCHASES MADE PURSUANT TO AGAINST THIS CONTRACT, BLIND INDUSTRIES MUST ACCEPT THE STATE OF MARYLAND CORPORATE PURCHASING CARD. PURCHASES MADE WITH THE STATE OF MARYLAND CORPORATE PURCHASING CARD SHALL BE

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TERMS (cont'd):

INCLUDED IN ALL REPORTS REQUESTED BY DGS.

BISM PROVIDE A QUARTERLY ELECTRONIC CONTRACT USAGE REPORT IN EXCEL FORMAT TO THE DGS PROCUREMENT OFFICER. THE REPORT SHALL INCLUDE AT A MINIMUM:

1. IDENTIFICATION OF THE AGENCIES (AND/OR AGENCY CONTRACTORS) USING THE CONTRACT; AND,
2. TOTAL COST OF ALL INVOICED PURCHASES, BY COMMODITY CODE, FOR EACH AGENCY (AND/OR AGENCY CONTRACTOR).

THE BLIND INDUSTRIES ON-LINE CATALOG IS INCORPORATED HEREIN BY REFERENCE.

THE DEPARTMENT OF GENERAL SERVICES' TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$50,000 IS INCORPORATED HEREIN BY REFERENCE.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C)(3) OF THE INTERNAL REVENUE CODE:
OR
- (6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION AFTICLE.

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TERMS (cont'd):

(A) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

(B) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

INVOICES:

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO SO MAY RESULT IN DELAY OF PAYMENT.

0001 95250 EA

PERSONAL CARE PRODUCTS - MISCELLANEOUS

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ **DATE:** _____
BUYER AUTHORIZED DESIGNEE